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or not there was a contract of marriage is finally settled, is ingenious but not convincing. It is too refined for everyday application. The contention of the bankrupt in the District Court, was as stated by the referee, that:

"The referee should first sit and hear whether or not a contract of marriage was outstanding between these two parties, which was broken by one of them, and, having determined that issue in my mind, it is discretionary with me to send it where I choose in order to liquidate the damages for a breach."

In other words there must be two trials, one by the referee to determine whether the contract exists and another before a jury to determine the amount of the damages. We cannot agree to this proposition. The claim exists when the claimant alleges that the bankrupt promised to marry her, that he did so may be disputed and the proof may show that the claim is unfounded, but it is a claim, nevertheless, and if established and damages are found by reason of the breach of contract, they may be regarded as liquidated by the bankruptcy court."

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**Internal Revenue—Manufacturing an Article—Seidler v. United States, 228 Fed. 22.**—In the principal case the court said: "We cannot agree that adding water to an extract of opium, which is itself smokable, is a manufacture of opium for smoking purposes. The character of the article is not thereby changed. It would be as fair to say that grinding coffee beans was manufacturing coffee for drinking purposes, or that adding water to raw whisky was manufacturing whisky for drinking purposes. To manufacture an article, as stated in *Anheuser-Busch Association v. United States*, 207 U. S. 556, 28 Sup. Ct. 204, 52 L. Ed. 336, implies a change in its nature—'there must be transformation; a new and different article must emerge having a distinctive name, character or use.' Congress has no authority to exercise police power in the states; and a revenue law should not be strained for the purposes of conviction."

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**Telegraph Companies—Use of State Bridge—Federal Post Roads Act—Postal Telegraph-Cable Co. v. State Roads Commission, 96 Atl., 439.**—In the principal case it was laid down that a State can recover compensation for the special and exclusive use of a part of a bridge, forming part of its highways, by a telegraph company for carrying its wires; also that the right of the State to recover of a telegraph company compensation for use of part of its bridge for carrying the company's wires is not affected by the bridge being part of a highway which was a post road, or that the company was an interstate telegraph company, subject to and entitled to the benefit of the Federal Post Roads Act.

The court in the principal case said: "It is not easy to understand

why a corporation, such as the appellant, is willing to pay and does pay for its use of a bridge such as this a definite and fixed compensation for a number of years, as long as it belonged to a private corporation, but as soon as the State became the owner, by an expenditure of a large sum of money, it refuses to pay anything, although its use of the bridge has not in any respect changed. If the bridge company was still the owner there could be no question about its right to recover, and in our judgment there can be no doubt about the right of the State to recover something in some kind of proceeding. \* \* \* We have not thought it necessary to discuss the question whether the fact that the bridge was a part of a highway which was a post road, or that the appellant was an interstate telegraph company, subject to and entitled to the benefit of the Post Roads Acts of Congress. Our own case of *Postal Tel. Co. v. Baltimore* (79 Md. 502, 29 Atl. 819, 24 L. R. A. 161) and the Supreme Court decisions referred to in that case and by us above, as well as many others that might be cited, are conclusive of that question. There is no attempt to interfere with the use of the bridge by the appellant as it has been using it, but the State, through the agency representing it, does ask and demand that it be at least fairly dealt with, and that compensation be paid it for the special use the defendant makes of the bridge. It cannot be doubted, as said by Judge Constable in the opinion in 123 Md. 73, 91 Atl. 147, that the State was required to pay the bridge company for the income it was deriving from the appellant for the use of the bridge."

Further speaking on this question the court in the principal case uses the following language: "It will be seen by reference to the cases referred to that while they may differ somewhat in the use of terms, calling it 'rent,' 'rentals,' 'damages,' etc., it is generally held that the State, county or municipality (if, of course, the county or municipality has had the authority given it by the State) is entitled to reasonable compensation for a special use of highways and public places unless it is estopped by reason of the grant of some franchise or some contract which it cannot impair or change, and no court has been more emphatic in its approval of the doctrine than the Supreme Court of the United States, so long as the State has not interfered with the foreign corporations or the ones subject to Federal control in its proper use of the public highways of the State."